



**State of Delaware**  
**Department of Technology and Information**

**Request for Proposal**  
**Inmate & Public Coin Telephone Services**

**Contract No. DTI-2010-110**

**September 10, 2009**

**- Deadline to Respond -**  
**October 14, 2009**  
**1:00 p.m. EDT**





State of Delaware

**DEPARTMENT OF TECHNOLOGY AND INFORMATION**

William Penn Building

801 Silver Lake Boulevard

Dover, Delaware 19904

September 10, 2009

**CONTRACT NO. DTI-2010-110**

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Inmate and Public Coin telephone services throughout the three counties in Delaware.

REQUEST FOR PROPOSAL - CONTRACT NO. DTI-2010-110

- SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, SCOPE OF WORK
- PROPOSAL REPLY SECTION
  - NO PROPOSAL REPLY FORM
  - NON-COLLUSION STATEMENT
  - CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT
  - PROPOSAL REPLY SUMMARY FORM
  - APPENDIX B – COST REPLY FORM
  - STATE OF DELAWARE CONTRACT DISCLOSURE
  - PROPOSAL REPLY BUSINESS REFERENCE FORM
  - PROPOSAL REPLY EXPERIENCE FORM
  - PROPOSAL REPLY KEY POSITION RESUME FORM
- DEFINITIONS and GENERAL PROVISIONS

Your proposal and the Proposal Reply Section shall be executed completely and correctly and returned in a clearly marked envelope displaying the contract number by **Wednesday, 1:00 p.m. EDT., October 14, 2009**, to be considered. **Bids shall be submitted to Department of Technology and Information, 801 Silver Lake Blvd., Dover, DE 19904.**

A mandatory pre-bid meeting has been scheduled for September 23, 2009 from 10:00 a.m. EDT to 12:00 p.m. EDT at the Department of Technology and Information, 801 Silver Lake Blvd., Dover, DE 19904. **This is a mandatory meeting.** If an offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

If an offeror wishes to visit, tour and survey any State location covered in this RFP, the institution personnel will be available to escort any offerors on that day between the hours of 8:00 am and 4:30 pm. No other visits, tours or surveys will be granted to offerors at any other time for purposes of preparing for this RFP. Security clearance forms may be requested from Carmen Herrera by email at [Carmen.Herrera@state.de.us](mailto:Carmen.Herrera@state.de.us). All complete security clearance forms must be submitted to Carmen Herrera no later than Friday, September 18 at 4:30p.m. EDT.

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Carmen Herrera at the following:

Carmen Herrera  
Department of Technology and Information  
William Penn Building  
801 Silver Lake Boulevard  
Dover, DE 19904  
Email: carmen.herrera@state.de.us  
Telephone: 302-739-9683  
FAX: 302-677-7049

**Any contact regarding this RFP package requiring a response should be made in writing via e-mail or hard copy mailing.**



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**1. SPECIAL PROVISIONS SECTION**

**1.1. COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Secretary of the Department of Technology and Information, pursuant to **29 Dec. C. c. 69 § 6924 (a)**, that this solicitation be offered as a request for competitive sealed proposals (RFP). The use of competitive sealed bidding is not in the best interest of the State and the use of a competitive sealed proposal is necessary to:

- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Ask for Best and Final offers;
- Compare the different price, quality and contractual factors of the proposals submitted.

**1.2. CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Inmate & Public Coin telephone service requirements for the Department of Technology and Information (DTI) and shall be accessible to any other State agency, School District, Political Subdivision, or Volunteer Fire Company. Note that this is not a mandatory use contract; however, DTI reserves the right to make this contract Mandatory Use for all State agencies.

**1.3. CONTRACT PERIOD:**

Each Contractor's contract shall be valid from January 1, 2010 through December 31, 2012. Each contract may be renewed for two (2) additional one-year periods at DTI's discretion through negotiation between the Contractor(s) and DTI prior to the termination of the current agreement.

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**1.4. PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by DTI.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

**1.5. SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

**1.6. QUANTITIES:**

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

**1.7. FUNDING OUT:**

The issuance and continuation of this contract is contingent upon funding appropriated by the legislature. If the continuation of the contract funding is not adequately appropriated out of State or Federal funds, the contract may be terminated on the date beginning on the first fiscal year for which funds are not appropriated. DTI may terminate the contract by giving the Contractor written notice of such non-appropriation. All payment obligations of DTI will cease upon the date of termination. Notwithstanding the forgoing, the State agrees:

- a. not to affect termination of the contract under this provision if funds are available for this or functionally similar services; and,
- b. that the State will use its best efforts to obtain approval of necessary funds to continue any on-going work by taking the appropriate actions to request funds to continue the contract in force.

**1.8. PERFORMANCE BOND REQUIREMENT:**

**Performance Bond and Bid Bond are waived.** The State reserves the right to invoke the bonding requirement on a case-by-case basis. The cost of such bonding shall be negotiated by and for the account of the requesting entity.

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**1.9. MANDATORY INSURANCE REQUIREMENTS:**

1.9.1. As a part of the contract requirements, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

1.9.2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

1.9.3. The State of Delaware shall not be named as an "Additional Insured" on any policy.

1.9.4. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

1.9.5. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**IT Procurement Officer  
Dept. of Technology and Information  
Contract No. DTI-2010-110  
State of Delaware  
801 Silver Lake Blvd. Suite 100  
Dover, DE 19904**

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**1.10. STATE OF DELAWARE BUSINESS LICENSE:**

The business license is not needed to submit a proposal. But prior to receiving an award, the successful Contractor shall either furnish the DTI with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 – Public Service, (302) 577-8205 – Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

**1.11. HOLD HARMLESS:**

The Contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Contractor, its employees, and invitees on or about the premises and which arise out of the Contractor's performance, or failure to perform as specified in the Agreement.

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Vendor.

**1.12. NON-PERFORMANCE:**

In the event the Contractor does not fulfill its obligations under the terms and conditions of this contract the state may purchase equivalent product or services on the open market. Any difference in cost between the contract prices herein and the price of open market products or services shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event open market products or services can be obtained below contract cost. Any monies charged to the Contractor may be deducted from an open invoice.

**1.13. FORCE MAJEURE:**

Neither the Contractor nor the State shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

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**1.14. EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. Each exception must be stated clearly in a separate Exception Section of the offeror's proposal to be considered. DTI will evaluate each exception according to the intent of the terms and conditions contained herein, but DTI shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

**1.15. CONTRACT USAGE REPORT:**

One of the goals in administering this contract is to keep accurate records regarding its actual value. This information may be essential in order to update the contents of the contract and to establish proper bonding levels, if bonding is required. The integrity of future contracts relies on our ability to convey accurate and realistic information to all interested offerors.

Upon request by the State, and at a minimum, annually, a periodic report must be furnished by the Contractor, detailing the purchase of the items or services covered by this contract. The report format and period is described herein or will be stated at the time of request. The report must be completed and returned to the State within fifteen (15) days of the request. Any exception to this requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Contractors who are determined to be in default of this report requirement may be precluded from bidding on any future requirements.

**1.16. BUSINESS REFERENCES:**

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person. In the Proposal Reply Section of this RFP, the offeror shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number/email address), period of performance and amount. The Contract Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be factored in the final scoring of the proposal. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the proposal.

**1.17. ORDERING PROCEDURE:**

Successful Contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and this may be accomplished by telephone, fax or email system message. For acquisitions in excess of \$2,500, a State of Delaware purchase order is also required.



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**1.18. BILLING:**

The Contractor is required to invoice, where applicable, in a timely manner. Invoices shall be sent to the respective ordering agency(s). Ordering agencies shall provide purchase order number and/or contract number, ship to and bill to address, contact name and phone number.

**1.19. PAYMENT:**

The State will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State may elect to pay by the State's authorized procurement (credit) card, ACH transfer or conventional check. The Contractor shall be able to accept the State's credit card. There shall not be any additional cost to the State for use of the credit card. Also, it is expected that ACH payments are a benefit to the Contractor and should result in lower pricing to the State.

**1.20. PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the State to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the State exists. Also, Contract modifications may result from technological enhancements, manufacturer discontinuance or obsolescence. If an item meets or exceeds original specifications and the price is equal to or less than the original bid pricing, the Contractor may request, in writing, a change to the contract.

In all cases, the State may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

**1.21. DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful Contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware.

**1.22. FORMAL CONTRACT AND/OR PURCHASE ORDER:**

Actual work shall be authorized by the State. Vendors are not authorized to begin work prior to receiving authorization. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the scope, specifications or any special instructions once they are received by the Contractor(s). The Contractor shall send a copy of all State PO's, received as a result of this contract, to DTI's procurement officer.

For work costing \$2,500.00 or more, a State of Delaware purchase order is required. No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office.

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**1.23. METHOD OF PAYMENT (if applicable):**

- 1.23.1. For each P.O. issued as part of this contract, the State will pay Contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.
- 1.23.2. Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O. No premium time for overtime will be paid without prior written State authorization.
- 1.23.3. No Travel or Living expenses shall be paid as a part of this contract without prior written authorization.

**1.24. TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

**1.25. CONTRACTOR RESPONSIBILITY:**

DTI will enter into a contract with the successful Contractor. The successful Contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the Contractor's proposal.

**1.26. PERSONNEL:**

- 1.26.1. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- 1.26.2. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under the State of Delaware and/or local law to perform such services.
- 1.26.3. Contractor shall comply with related requirements in Appendix A.

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**1.27. SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for non-performance of work.

In the event of the delay in delivery of any deliverable which is a component of work authorized under this contract, and in addition to and not in limitation of any other rights or remedies of the State, the Contractor will pay to the State the sum of \$1,000 for each day of such delay in delivery as agreed liquidated damages.

Work that begins under this contract shall continue until completed even if this contract is cancelled or expires. The work shall be covered by the State's authorized documents or purchase orders until those specific documents expire. Any continuing work shall be covered by a subsequent DTI contract or an agency specific contract.

**1.28. TERMINATION OF P.O.'s:**

- 1.28.1. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the State shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- 1.28.2. Termination for Convenience: the State may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the State. If the P.O. is terminated by the State for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

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**1.29. ELIGIBLE WORK ACTIVITIES:**

The following are activities that may be reimbursable under this contract to the extent that they meet the requirements of this contract:

Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by State law subject to the following conditions:

No travel shall be permitted without prior written approval of the State; and

Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.

**1.30. CONSULTATION AND REPORTING:**

The Contractor shall submit financial and narrative progress reports within five (5) working days following the end of each month and at the completion of each task. The time and form of such reports will be prescribed by the State. The Contractor shall maintain the following records:

- a. File memos on meetings, site visits, and other activities;
- b. Time records and narrative documentation arranged on a monthly basis covering the work required under this contract in the form prescribed by the State; and
- c. Mileage and travel expense records, salary information and such other data as are necessary to document and substantiate the Contractor charges. Such records shall be kept at the office of the Contractor and made available for review or audit on behalf of the State.

**1.31. CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the State and the Contractor shall be incorporated in written amendments to the Purchase Order.

**1.32. INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

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**1.33. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

**1.34. RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

**1.35. ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

**1.36. COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**1.37. GRATUITIES:**

1.37.1. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

1.37.2. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

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**1.38. AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**1.39. AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the Contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**1.40. TERMINATION OF CONTRACT:**

1.40.1. Termination for Cause – If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, DTI shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DTI, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DTI.

1.40.2. Termination for Convenience – DTI may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DTI, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to DTI. If the Contract is terminated by DTI as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

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**1.41. REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**1.42. AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

**1.43. CONTRACTOR FORMS:**

During the implementation or the performance of work for this contract, Contractor may use its own forms for the Contractor's internal use only. Even if these forms are signed by a State employee, the signature does not commit the State to any additional terms and conditions other than those stated in this RFP and resulting contract.

**1.44. SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by DTI or as are specifically authorized in writing by the State during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**1.45. AGENCY'S RESPONSIBILITIES:**

1.45.1. The State shall examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the State and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

1.45.2. The State shall give prompt written notice to the Contractor whenever the State observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**1.46. CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether then information may be or must be divulged to the party.

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**1.47. CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by DTI and any offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Special Provisions
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

**1.48. ASSIGNMENT:**

This contract shall not be assigned except by express written consent from DTI.

**1.49. NEWS RELEASES:**

The Department of Technology and Information reserves the right to pre-approve any news or advertising releases concerning this contract, the work performed, or any reference to the State of Delaware with regard to this project or contract performance. Any such news or advertising releases pertaining to this RFP for any purpose shall require the prior expressed written permission of the Department of Technology and Information.

**1.50. FUTURE BENEFITS:**

The Contractor shall pass on to the State any more favorable terms, conditions and pricing that are driven by market conditions or technological advancement, when such favorable terms, conditions and pricing are based upon executed contracts with other State or other large users of equivalent systems, components or services.

**1.51. EQUAL EMPLOYMENT OPPORTUNITY:**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Contractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Contractor in support of this project, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.



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**1.52. COPYRIGHT AND PATENT RIGHTS:**

The Contractor warrants that there are no existing claims of violation and the Contractor has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in their proposal as of the date of proposal submittal. The State of Delaware and all of its agencies expects indemnification by the Contractor of any claim or action brought against the State of Delaware or any of its agencies based upon a claim that the software, hardware, or documentation provided by the Offeror violated any copyright or patent rights.

**1.53. STANDARD PRACTICES:**

With respect to work provided to or conducted for the State by a Contractor, the Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The Contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI. If any service, product or deliverable furnished by a Contractor(s) does not conform to DTI standards or general practices, the Contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards or practices.

**1.54. CONFIDENTIALITY AND DATA INTEGRITY:**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

The Contractor's and/or sub-Contractor's employees that are assigned to State projects may be required to submit to background checks at the contracting agency's discretion. See Appendix A.

**1.55. SECURITY (if applicable):**

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

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**1.56. CYBER SECURITY LIABILITY (if applicable):**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

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**2.1. INTRODUCTION**

**2.1.1. PURPOSE**

The Department of Technology & Information (DTI) is issuing this RFP for Inmate and Public Coin telephone services throughout the three counties in Delaware.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement such equipment and service as specified in this RFP.

**2.1.2. B. GUIDELINES:**

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

It will be the sole responsibility of the Offeror to have their proposals delivered before the closing hour and date. Late proposals will not be considered and will be returned unopened to the sender.

Proposals having any erasures or corrections must be initialed in ink by the Offeror. The Offeror official must sign the proposal in ink.

All proposals must be valid for a period of 180 days following the proposal deadline.

Proposals must address all of the RFP package requirements. Partial or incomplete proposals will be rejected.

Any proprietary information contained in the proposal should be so indicated on each affected page.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

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**2.2. FORMAT FOR PROPOSAL:**

**2.2.1. INTRODUCTION:**

To enable the evaluation committee to fairly evaluate each proposal, Offerors shall use the specified proposal format.

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**2.2.2. COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified and identify all materials and enclosures being forwarded collectively in response in the RFP. It must also include statements that:

- ✓ Certify the proposal CD's have been scanned and are free from viruses and other malicious software;
- ✓ Reference all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments. If none have been received, a statement to that effect must be included;
- ✓ Certify all proposal conditions are valid for 180 days from the deadline date for proposal submission;
- ✓ Confirm price and cost data are only contained in Section 6 of the proposal reply; and
- ✓ Certify pricing was arrived at without any collusion or conflict of interest.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware.

**2.2.3. TABLE OF CONTENTS:**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal. The Proposal responses should mirror the RFP format in order to make it easy for the Contract Review Committee to find the necessary information to evaluate your proposal versus the other bidders.

**2.2.4. DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

**2.2.5. NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

One hard copy of the Proposal shall be submitted, along with eight (8) soft copy versions in Microsoft Word and Adobe Acrobat "pdf" format on IBM compatible CD or thumb drive in a sealed package clearly marked with the name of the offeror and labeled:

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The hard copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures.

The soft copies used for this submittal shall be virus checked by the prospective firm before submittal and shall be accompanied by a signed certification indicating the virus detection software used including the date and version.

2.2.6. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all Contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

2.2.7. INCURRED EXPENSES:

DTI will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

All costs incurred by the Offeror in preparing the proposal, or costs incurred in any other manner by the Offeror in responding to this proposal will be wholly the responsibility of the Offeror. All materials and documents submitted by the Offeror in response to this RFP package become the property of the State of Delaware and will not be returned to the Offeror.

2.2.8. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Contractor's offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

2.2.9. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

DTI reserves the right to withdraw this Request for Proposal, to reject any or all proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

2.2.10. PROJECT MANAGER:

As part of a proposal to a specific task order, the Offeror shall designate a project manager who will serve as the point of contact for the State of Delaware and be responsible for the system installation. Résumés of potential project managers must be included and noted as such. The apparent successful Offeror's project manager shall be named prior to contract signing. Offerors shall comply with other Project Management requirements in Appendix A.

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2.2.11. SCHEDULE OF EVENTS:

The following is the schedule of events showing the major project milestones:

<b>Milestone Event</b>	<b>Date</b>
1 RFP Package Released	September 10, 2009
2 Mandatory Pre-Bid Meeting/Questions Due & Site Visits	September 23, 2009, 10:00 a.m. EDT
3 Responses Issued by State	TBD, as necessary.
4 Proposals Due Date and Public Bid Opening**	October 14, 2009, 1:00 p.m. EDT
5 Oral Presentations and/or Best and Final Offer (if applicable)	TBD
6 Contract Award	December 10, 2009
7 Contract Signed	Prior to December 31, 2009
8 Implementation Phase	January-February, 2010
9 Contract Start	January 1, 2010

\*\* The only information publicly released at the proposal opening is a list of prospective Offerors. All prospective Offeror's proposal content is kept confidential until a Contractor has been selected. Thereafter, all bid information is subject to disclosure as public records under the Delaware Freedom of Information Act.

2.2.12. Order of Documents in the Vendor Proposal (Proposal Reply Summary Form)

<b>Section 1</b> Signed Cover (Transmittal) Letter Signed original Non-Collusion Statement Signed original CD virus-free certification Signed original Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
<b>Section 2</b> Table of Contents
<b>Section 3</b> Response to each requirement of this RFP Terms and Conditions by following the RFP numbering system is required. If you agree to the RFP in total, then a statement to that effect is acceptable.
<b>Section 4</b> Exceptions to any RFP terms or conditions not covered in Section 3 above
<b>Section 5</b> Complete response to Appendix A Technical Requirements
<b>Section 6</b> Completed Appendix B Pricing Sheets, Balance Sheets and Income Statements for past three years
<b>Section 7</b> Completed State of Delaware Contract Disclosure Form
<b>Section 8</b> Completed Business References, Subcontractor References, Business Experience, Resumes
<b>Section 9 – Optional</b> Other bidder provided information that may differentiate the bidder's firm from the competition.

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**2.3. PROPOSAL EVALUATION PROCEDURES:**

**2.3.1. BASIS OF AWARD:**

DTI shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

DTI reserves the right not to award this RFP, to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent is to award this contract for both Inmate and Public Coins Services to one (1) offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

**2.3.2. REVIEW COMMITTEE:**

A group with expertise in procurement, contract management, budgeting, operations, and technical will comprise the Contract Review Committee (CRC).

**2.3.3. REQUIREMENTS OF THE OFFEROR:**

The purpose of this section is to assist the Contract Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- a. Brief history of the organizations, including accreditation status, if applicable.
- b. Offeror's experience, if any, providing similar services. At least three references are required (See § 1.16 – Special Provisions).
- c. Brief history of the subcontractor(s) of the organization, if applicable. At least three references of subcontractor(s), are required.
- d. Financial information (balance sheets and income statements) for the past three years.
- e. Describe the methodology/approach used for this project including a sample work plan and time line.
- f. All other information listed in Sections 1, 2, 3, 4, 5, 6, 7, and 8 .as outlined in 2.2.12 and the Proposal Reply Summary Form.

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2.3.4. D. CRITERIA AND SCORING:

		<b>POINTS</b>
1.	The demonstrated experience in providing equipment/services of comparable specifications/scope and value and project management experience.	20
2.	The ability to perform the installation in the time allotted for the implementation phase, as demonstrated by their proposed commitment of management, personnel and other resources. Installation interval quoted.	20
3.	The approach to performing the tasks set forth in the Scope of Work as expressed in the Work Plan. The understanding of the problem; details of the offering; how you plan to meet the requirements of this RFP. Thoroughness and completeness of the proposal relative to the requirements.	30
4.	The background, experience, resources, reputation, financial resources and years in business and references.	20
5.	The qualifications and experience of the System Administrators to be assigned to the project.	20
6.	Call Rates and Commission structure,	30
7.	The management reports and reporting requirements.	10
8.	SYSTEMS RELATED CRITERIA – Inmate Coin	30
	a. Demonstrated experience in the development and implementation of integrated system.	
	b. Responsiveness (degree of fit) with the requirements, and apparent overall quality of proposed software, hardware, communications and services.	
	c. Quality of technical environment.	
	d. Ease of operation, accuracy, local data access capabilities, local change/modification capabilities, ease of transition, local and remote report writing capabilities, etc...	
<b>TOTAL SCORE</b>		<b>180</b>

The CRC review all proposals submitted in response to this RFP. Each Proposal will be evaluated to determine if it meets the mandatory RFP provisions. Any proposal failing to meet those requirements is subject to immediate disqualification without further review. Relative merits of all remaining proposals will be evaluated against criteria as listed in this RFP.

CRC findings may be presented to an Executive Selection Committee. The Executive Selection Committee will review CRC findings and may request that top bidders present oral reviews. Potential Contractors will be recommended to the Secretary, Department of Technology and Information. Final selection is at the discretion of the Secretary or his designee.

Contract Review Committee members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Contract Review Committee members.

Full points will be given for proposed schedules that meet the schedule requirements. Longer schedules will not necessarily disqualify an Offeror, but may receive a lesser evaluation. Variance from the anticipated project schedule and duration must be explained in detail.



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**2.4. SCOPE OF WORK:**

**2.4.1. OVERVIEW:**

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for inmate calling control systems, voice terminals, public coin telephones and local/long distance services as described herein.

The services will require the Contractor(s) to partner with and cooperate with DTI to make sure the State receives the most current state-of-the-art services.

**2.4.2. DETAILED REQUIREMENTS:**

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

**2.4.3. DEFINITIONS:**

"State" is further defined as the Department of Technology and Information or any authorized entity that chooses to use this contract.

"Agency" is further defined as the Department of Technology and Information which is responsible for the issuance of this RFP.

**2.5. PREBID MEETING AND SITE VISITS:**

A mandatory pre-bid meeting has been scheduled for September 23, 2009 from 10:00 a.m. EDT to 12:00 p.m. EDT at the Department of Technology and Information, 801 Silver Lake Blvd., Dover, DE 19904. This is a mandatory meeting. If an offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

If an offeror wishes to visit, tour and survey any State location covered in this RFP, the institution personnel will be available to escort any offerors on that day between the hours of 8:00 am and 4:30 pm. No other visits, tours or surveys will be granted to offerors at any other time for purposes of preparing for this RFP. Security clearance forms may be requested from Carmen Herrera by email at [Carmen.Herrera@state.de.us](mailto:Carmen.Herrera@state.de.us). All complete security clearance forms must be submitted to Carmen Herrera no later than Friday, September 18 at 4:30p.m. EDT.

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**2.6. ATTACHMENTS:**

Appendix A – Scope of Work Details  
Exhibit 1 – Inmate & Public Coin Services Sample Monthly Usage  
Exhibit 2 – Average Monthly Usage over 19 Months  
Exhibit 3 – Wall Mounted Instrument Signage Sample  
Exhibit 4 – Inmate Phone Inventory  
Exhibit 5 – Public Phone Inventory  
Exhibit 6 – Contractor Provided System Administrator Needs  
Proposal Reply Section  
    No Proposal Reply Form  
    Non-Collusion Statement  
    Confidentiality and Integrity of Data Statement  
    Proposal Reply Summary Form  
Appendix B – Cost Reply Form  
    State of Delaware Contract Disclosure  
    Proposal Reply Business Reference Form  
    Proposal Reply Experience Form  
    Proposal Reply Key Position Resume Form  
DTI Definitions and General Provisions

APPENDIX A  
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**3. SCOPE OF WORK DETAILS**

**3.1. GENERAL:**

- 3.1.1. The Contractor shall install completely provisioned inmate calling systems and public pay telephone services.
- 3.1.2. Requirements listed under Section 3.1 shall be in effect for all of the separate sections (II and III) of Appendix A.
- 3.1.3. All services shall be coordinated directly through the Department of Technology and Information. The administrating office address is:

Department of Technology and Information  
Telecommunications Team  
801 Silver Lake Blvd.  
William Penn Bldg. Suite 100  
Dover, DE 19904

- 3.1.4. The Contractor, within five (5) days after contract award, shall notify the Telecommunications Team, in writing of the names, addresses and telephone numbers of the principal contact(s) for:
- trouble-shooting and routine repairs
  - major outage/trouble reports
  - escalation procedures
  - commission payments and accounting records
  - contract terms and conditions
- 3.1.5. The Contractor shall provide written notice to the Telecommunications Team of any changes of contact personnel and/or telephone numbers.
- 3.1.6. Contractor employees shall in all respects be independent of the State and in no way be considered employees of the State.
- 3.1.7. Contractor and subcontractor staff must satisfactorily pass a complete background check according to Department of Correction standards before being permitted to enter any DOC facility. The State shall require background investigations and drug tests of personnel working at State locations. The Contractor and subcontractors shall provide the State with the names, dates of birth, addresses, Social Security Number, sex, race, State Driver's License / State Identification Card number and any additional information necessary to obtain security clearance of personnel working on the installation and maintenance of all equipment. The State may require that a Contractor employee be precluded from entry into any State facility. The Contractor shall replace any such employee working at such locations as directed by the State.
- 3.1.8. The Contractor shall retain ownership of all equipment throughout the duration of the contract. All equipment and services shall remain in operation from the commencement of the contract to the initiation of a future contract. In the event that a subsequent contract is not awarded to the current Contractor, the current Contractor shall supply all equipment and services for a period of up to ninety (90) calendar days beyond the contract termination date. All terms and conditions shall remain in effect during the ninety (90) days.

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- 3.1.9. The Contractor shall update and maintain all equipment to ensure compliance throughout the duration of the contract.
- 3.1.10. The State shall bear no costs for the installation of new services or the removal and transfer of existing services.
- 3.1.11. Bidders must retain all licenses, registration and permits required by Federal and State laws for performances of this contract throughout the duration of this contract.
- 3.1.12. Contractor shall provide complete system descriptions, operator manuals, installation guides, user guides and any and all information required to allow the State to utilize services.
- 3.1.13. The State will not consider any pricing scenarios that include minimum usage commitments, minimum number of coin/coinless stations or maximum quantity/usage limits. The total quantity of services required will vary. The following information is provided as an estimate of current activity. No guarantee of service quantity is given or implied.

Sample month's usage is shown below:

**1. Inmate Services:**

See Exhibit 1

**2. Public Pay Telephone Services:**

See Exhibit 1

**3. Average Monthly Usage over 19 Months.**

See Exhibit 2

3.1.14. TERMINOLOGY:

Whenever the terms below are used in this document, they shall have the associated meanings.

ACCEPTANCE	The time at which installations have been certified by the State as meeting all operational requirements and the Contractor's installation has been 100% completed in a satisfactory manner.
BID	A Contractor's offer, submitted in response to an invitation for bids.
BTN	Billed Telephone Number
BUSINESS DAY	State business day of 8:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays, and State celebrated holidays (New Years, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, and Christmas). For inmate telephone service, any calendar day (24 hours) is considered a business day.
CALL PROGRESS	Dialing and initiation of call to establish connection.
CALL IN PROGRESS	Call not completed but currently with an established connection.

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COMMON CARRIER	A supplier of facilities used to provide transmission of voice and data from one point to another over a telecommunications network.
CONTRACT	The acceptance by the State of an offer of a Contractor consisting of the terms and conditions within this bid and following documents accepted by the State.
CONTRACTOR	Any Firm or Corporation to whom a contract is awarded against a bid supplied.
CUTOVER	The time at which a system is put into service for all users.
FCC	Federal Communications Commission
ICP	Inmate Call Processor system which administers the inmate phone stations.
INTRA-LATA	Calls made within the same LATA. For the purposes of this bid, IntraLATA shall include all State geographical (302) areas.
INTER-LATA	Calls made from one LATA to another LATA. Calls between LATAs are handled by Inter-LATA carriers.
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
MAC	Moves, Addition of telephones or Change (relocation) of telephone services.
NXX	Three digit Local Exchange number.
NPA	Numbering Plan Area (Area Code)
PIC	Primary Interstate Carrier
PIN	Personal Identification Number
POP	Points of Presence
STATE	State of Delaware

3.1.15. INSTALLATION GUIDELINES AND SCHEDULES:

The Contractor shall provide a complete turnkey installation, including all equipment, facilities and telephony connectivity services.

- a. Installations shall be in compliance with the National Electrical Code, BICSI and the EIA/TIA Wiring Standards.
- b. The Contractor shall be solely responsible to insure complete system operation with any interstate carrier, intrastate carrier and/or LEC in supplying any required call routing and resulting call billing.
- c. The Contractor shall be solely responsible to insure operation with any interstate carrier, intrastate carrier and/or LEC in transferring services and equipment required to provide uninterrupted service.
- d. The Contractor shall order, coordinate, and schedule all associated carriers for the installation of T-1's, switched access, analog line, and connection of all telephone services.
- e. All services shall be scheduled in advance of cutover or installation. The Contractor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational on or before January 1, 2010, any additional telephones shall be installed within 14 calendar days of request by the State.
- f. The Contractor shall notify the Telecommunications Team of any modifications or interruptions of service during the implementation, installation of or repair of any service. All scheduled interruptions shall be coordinated with the State contact person five business days prior to scheduled interruption, at which point, the State may require an alternate service interruption date.

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- g. Contractor shall provide weekly installation progress reports denoting installation progress at all locations, projected installation schedules and past progress. Within five days of cutover, the Contractor shall submit a statement that the proposed services/products are operational, complete, and fully tested.
- h. The acceptance of the installation/implementation shall be made by the State representative when all terms and conditions of the contract have been met.
- i. Contractor shall provide instruments at locations specified. It is the responsibility of the Contractor to furnish all items required to insure operation, including racks, cable, power distribution, telephones and electronic switching. Available cabinet space for inmate equipment is limited. Final equipment placement shall be in the same place as current equipment is located unless otherwise directed by the State.

3.1.16. INTERLATA AND INTRALATA SERVICES:

- a. The Contractor is responsible to install and maintain all local, InterLATA and IntraLATA services. The Contractor shall service all State locations via switched access and/or dedicated facilities. The Contractor shall cooperate fully with any intrastate carrier and/or LEC in supplying any required routing or translation changes.
- b. If substandard transmission quality is encountered, a full credit shall be issued to the billed individual upon notification to the Contractor.
- c. The Contractor shall notify the State of any change or impact on various transmission facilities diminishing transmission quality.
- d. The Contractor shall be responsible to insure proper call completion and to provide the State with accurate traffic statistics, maintenance and operational reports.
- e. The Contractor shall limit connect time access (time period from the end of dialing to ringing at destination line) to a period not to exceed 8 seconds.
- f. Contractor shall order PIC change from the local exchange company as required at no charge to the State. When all installations are complete, the Contractor shall certify in writing to the State that all telephones have been successfully converted to the proper PIC code.
- g. The Contractor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for PIC changes shall be invoiced to and paid directly by the service provider.
- h. Any proposed service shall not require the dialing of additional digits beyond the one (1) and the ten digits (three digit NPA, three digit NXX, and four remaining digits of the number) normally dialed for North American dial plan.
- i. The Contractor shall place a block on unauthorized PIC change orders from other carriers. The Contractor must work with the LEC or appropriate party to insure that PICs are retained with proper indicators throughout the duration of the contract.
- j. The Contractor must provide service on a 100% availability basis allowing up to 100% of all telephones to be connected to outside parties simultaneously.

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3.1.17. REPAIR AND MONITORING PRACTICES:

- a. All equipment provided shall be the responsibility of the Contractor. The Contractor shall provide spares, trained personnel and software to support the equipment at the Contractor's cost throughout the duration of the contract.
- b. The Contractor shall respond to a major service call within four (4) State business day hours of report of occurrence. A major service call is defined as a loss of twenty-five 25 % or more of any one bank (greater than one telephone) of telephones or loss of carrier services. State business day for inmate telephone service is any calendar day (24 hours).
- c. The Contractor shall respond to a minor service call within the next business day of report of occurrence. A minor service call is defined as any service call not defined as major. Additional services such as Moves Adds and Changes (MAC) will be requested after installation. Most work will be scheduled the (10) business days in advance (three or more days), but the Contractor shall service the State within the next business day when requested to do so. In all cases, work must be completed within 10 business days. For inmate telephone services, next business day shall be next calendar day.
- d. At no point in time, will any telephones be left without service for more than 24 consecutive hours. Stations shall not be out of service for periods exceeding two interrupted and/or consecutive hours for any 24-hour period.

3.1.18. MAINTENANCE AND SUPPORT:

- a. All Contractor equipment must be fully supported by on site and remote maintenance. Remote maintenance must include the ability to test trunks and to place test calls without sending a technician to the site. Maintenance must include the following:
  - Remote diagnostics and repair without affecting call progress and calls in progress for unaffected telephones in fault.
  - Automatic trunk disable for failed trunks.
  - 24 hour, 365 day repair service for telephone station bank out of service reports.
  - Next day repair for single station trouble reports.
- b. The Contractor must provide services as required by the State. The Contractor shall not decrease telephone count unless directed to do so by the State. Telephones may be added or removed to meet State requirements, as defined by the State.

3.1.19. REPORT ADMINISTRATION:

- a. Monthly income reports shall be provided via E-mailed computer files, completely compatible with MS Access and Excel programs. Report shall identify revenue and commission paid by telephone station and by site. Income reports for inmate and public coin telephone services shall be submitted to the DTI Procurement Officer by the 10th of each month.
- b. The Contractor shall provide monthly trouble reports to the DTI Procurement Officer summarizing repair activities for the previous month's reports. The Contractor must communicate with the State, either in person or via a telephone conference call regarding corrective actions and trouble resolution, upon request. Type of meeting will depend upon problem severity as determined by the State.

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- c. The Contractor shall assign a dedicated financial representative to the State account who will cooperate with the State to resolve income, call detail, equipment programming and data discrepancies.
- d. The Contractor shall provide any corrective data requested by the State within five (5) working days of request. This is inclusive of balances and credits owed the State.
- e. The Contractor shall provide immediate notification to the State upon receipt of evidence of fraud, vandalism, wire-tap, or any other access to, or use of, services or products other than authorized by the State.

3.1.20. AVAILABILITY AND PENALTY:

The Contractor is responsible for continued availability of all phone services. Any interruption lasting more than one business day per month during which service is available, or any month during which three or more interruptions occur of any duration will be subject to a penalty payment equal to the highest monthly commission paid for that telephone during this agreement.

3.1.21. STATE LAN:

The inmate telephone system shall be self contained and isolated from State LAN. Permission shall be granted on a case by case basis, with approval from DTI and DOC, in the event any connectivity from State is required.



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**3.2. INMATE CALLING SERVICES:**

**3.2.1. INTRODUCTION:**

The State shall award a contract for a supplier of Inmate collect-call telephones, local, interLATA and intraLATA services as required in the State Prison facilities. Locations include a centralized monitoring and recording station at the Department of Corrections, Internal Affairs Unit, School Brick Road, Smyrna, DE 19977 to access all ICP systems. A summary of telephone set requirements is as follows:

ADDRESS	APPROX. # RESIDENTS	MINIMUM NUMBER TELEPHONES REQUIRED	ADMIN TERMINALS REQUIRED	TYPE OF INMATE PHONE SETS
( for IAU and EOC, centralized monitoring and recording access all ICP systems)				
Department of Correction Internal Affairs Unit (IAU) School Brick Road Smyrna, DE 19977	0	0	1	None
Department of Correction Admin/Emergency Operations Center (EOC) 245 McKee Rd Dover, DE 19904	0	0	1	None
Central VOP Center 875 Smyrna Landing Rd Smyrna, DE 19977	100	19	1	New Inmate Phone Site
Delores Baylor Women's Correctional Institution (BWCI) 660 Baylor Road New Castle, DE 19720	400	38	2	Inmate
James T. Vaughn Correctional Center (JTVCC) 1181 Paddock Road Smyrna, DE 19977	2600	82	1	Inmate
Howard R. Young Correctional Institution (HRYCI) 1301 East 12th Street Wilmington, DE 19801	1700	119	3	Inmate
Sussex Correctional Institution (SCI) Rt. 113 P O Box 500 Georgetown, DE 19947	1200	106	2	Inmate
Sussex VOP Center (SVOP) 23207 DuPont Blvd. Georgetown, DE 19947	250	38	2	Inmate
Webb Correctional Facility (WCF) 200 Greenbank Road Wilmington, DE 19808	100	9	2	Inmate
Morris Community Correctional Center (MCCC) 300 Water Street Dover, DE 19904	250	29	1	New Inmate Phone Site

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3.2.1 Table - continued

ADDRESS	APPROX. # RESIDENTS	MINIMUM NUMBER TELEPHONES REQUIRED	ADMIN TERMINALS REQUIRED	TYPE OF INMATE PHONE SETS
Plummer Community Correctional Center (PCCC) 38 Todds Lane Wilmington, DE 19802	250	7	1	New Inmate Phone Site
Women's Work Release and Treatment Center (WWRTC) 620 Baylor Boulevard New Castle, DE 19720	100	3	1	New Inmate Phone Site replacing Public
Sussex Work Release Center (SWRC) 23207 DuPont Blvd. Georgetown, DE 19947	250	7	0	New Inmate phones replacing Public
NCC Detention Center (DSCYF site) 963 Centre Road Bldg. 12 Wilmington, DE 19805	80	15	1	Inmate
Ferris School (DSCYF site) 959 Centre Rd. Wilmington, DE 19805	110	18	1	Inmate
Stevenson House (DSCYF site) PO Box 278, Rt 113 Milford, DE 19963	50	12	1	Inmate
<b>TOTALS</b>	<b>7410</b>	<b>492</b>	<b>21</b>	

- a. Systems provided must be "turn-key". Onsite training shall be provided for all administrators of the inmate phone system. Such training shall include operation and first echelon maintenance of all equipment supplied.
- b. Contractor shall make arrangements for removal of existing inmate phone systems at each facility, with smooth cutover to new services without interruption of service to inmates. The Contractor must coordinate all circuit orders with the LEC and long distance carrier. Timelines shall be coordinated with Department of Technology and Information, Department of Correction and Department of Services for Children, Youth & Families.
- c. Acceptance testing shall be performed at each facility in the presence of the Department of Correction personnel and/or their designated representative(s).
- d. Systems shall allow collect calls, pre-paid and debit card calling operation. Debit card, calling card, and operator assisted calling may be permitted on a per PIN basis.

3.2.2. INSTALLATION REQUIREMENTS:

- a. The Contractor must provide equipment installation on site with limited space provisions. Each of the sites presently has equipment supplied by Public Communication Services (PCS).

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- b. The Contractor is required to install their equipment and cut over services in conjunction with the removal of existing services. Equipment rooms are available at the individual facilities listed in the above table.
- c. Contractor equipment shall include main switching gear referred to as Inmate Call Processor (ICP), cabling, telephones and any and all materials required to complete installation and service as defined within.
- d. The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Contractor must submit a scale drawing of the installed space required.
- e. Each ICP unit rack shall be powered by no more than a single, unconditioned, 115 volt, 60 Hz power source, drawing no more than twenty (20) amps.
- f. Each ICP shall be equipped with an internal UL listed power supply that is tolerant of line transients, momentary surges, and short duration power drops such that inmate phone operation continues in the presence of such common disturbances. No auxiliary power cords, external power supplies, or AC/DC converters shall be required at the actual inmate phone stations. The Contractor shall provide all materials and labor required to install the ICP. Receptacles and wiring already installed may be used to connect the telephone instruments with the MDF. Any additions are the responsibility of the Contractor.
- g. Each telephone station must be self-contained, utilizing telephone cabling for all connectivity. Cable must be protected by encasement in metal conduit. Installations must use existing conduit utilized by the present Contractor when available.
- h. Installation shall not interfere with existing services during standard operating times. Service transfer must be performed one station at a time in order not to leave any one or all bank(s) of telephones without service.
- i. The Contractor must provide new or refurbished, like-new equipment of similar type designed for similar applications which utilize state of the art technology, including the latest tamper-proof technology and must be approved by DOC prior to installation.
- j. The Contractor shall be financially responsible for obtaining all permits, licenses, and bonding to comply with State and Federal laws.
- k. As directed by the State contact at each correctional facility, one telephone of each "bank" of telephones shall be installed as to be compliant with the Americans with Disabilities Act (ADA).
- l. The Contractor shall order and coordinate all required circuit orders with the LEC and long distance carrier. Timelines shall be coordinated with State designate.
- m. The Contractor shall work with the State and existing service Contractor to convert all existing data to required format and loading into the new system. The existing assigned PIN numbers and authorized call lists shall remain unchanged. The Contractor shall accept data from the current provider's SQL Server database and be responsible for any conversion costs. The Contractor shall process the data into the format required for the proposed system and load the information at an agreed upon time. System testing will be done on the software prior to any cutover.
- n. The Contractor must provide wall mounted instrument signage next to each telephone, defining call procedures. Signage shall be in English and Spanish. A sample is provided in Exhibit 3.
- o. After installation of services, the Contractor shall provide an installation summary for each site, including the following information:
  - i. Certification of completion per contract requirements. Signed by Contractor and the State.

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- ii. Front view (Complete manufacturer diagram or printed digital picture) of cabinet and each item of equipment installed.
  - iii. Side view (Complete manufacturer diagram or printed digital picture) of cabinet and each item of equipment installed.
  - iv. Cable layout including all blocks (66,110 or other) and interfaces.
  - v. Network Hub Layout
  - vi. MDF Termination Detail
  - vii. Block layout identifiers
- p. ICPs for locations with 10 or fewer telephone stations may be remotely located and need not be at campus locations. All other sites will require on campus equipment.

3.2.3. OPERATIONAL SUPPORT, MAINTENANCE, AND MONITORING PRACTICES:

- a. All equipment provided shall be the responsibility of the Contractor.
- b. The Contractor shall provide spare parts, trained personnel and software to support the equipment at the Contractor's cost throughout the duration of the contract.
- c. All Contractor equipment must be fully supported by on site and remote maintenance. Remote maintenance must include the ability to test trunks and phones and to place test calls without sending a technician to the distant site.
- d. All equipment provided shall be the responsibility of the Contractor. Maintenance must include:
  - Contractor repair of all major service calls within four (4) hours of report of occurrence. A major service call is defined as a loss of twenty-five 25 % or more of any one bank (greater than one telephone) of telephones or loss of carrier services.
  - 24 hour, 365 day repair service for telephone station bank "out of service" reports.
  - Contractor response and repair commencement of all minor service calls within one business day of report of occurrence. A minor service call is defined as any service call not defined as major.
  - Additional services, such as Moves, Adds and Changes (MAC), will be requested after installation. Most work will be scheduled some time in advance (three or more days), but the Contractor shall service the State within the next business day when requested to do so. In all cases, work must be completed within 10 business days. For inmate telephone services, next business day shall be next calendar day.
  - Next day repair for single station trouble reports.
  - On-site diagnostics, remote diagnostics, and repair without affecting call progress and calls in progress for telephones unaffected by fault.
  - Automatic trunk/channel disable for failed trunks.
  - Weekly site visits for system inspection and/or repair. Responses to trouble calls may constitute a site visit for the week so long as the other telephone equipment on the site is inspected at the same time and additional repairs are made as necessary.
- e. The Contractor shall provide monthly trouble reports summarizing repair activities for the previous month.
- f. The Contractor must meet with the State either in person or via a telephone conference call regarding corrective actions and trouble resolution upon request. The type of meeting will depend upon problem severity as determined by the State.
- g. Contractor employees shall relinquish their Company Identification and State or Federal recognized identification card prior to entry into a State Correctional facility. Upon exiting of the facility they

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must relinquish the facility identification card. Only then will their surrender identification be returned to them.

- h. Contractor shall provide an EMERGENCY CONTACT that will be available to be on-site within 2 hours during an Emergency situation, as defined by the State. Remote Access will not be sufficient in the case of these Emergencies. Contractor shall maintain a 24-hour Emergency Contact for on-call access by the State.

3.2.4. FUNCTIONAL REQUIREMENTS:

- a. Service shall provide for administrative control of all programmable features via any installed administrative terminal or PC located within the facility. Administrative access shall require multiple passwords and a lock-out feature restricting access to PIN numbers to a Master Administrator.
- b. Vendors must supply remote access via secure transport mechanism at each site. Multilevel authentication shall be utilized.
- c. The ICP must provide fully automated collect calling without the need for live operator intervention. The Contractor shall assure that no operator assistance services (0+ dialing) may be accessed. The Contractor must assure that no directory assistance services may be accessed.
- d. The ICP shall offer clear and concise voice prompts; English will be the default prompt. Inmates shall be able to select prompts given in Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on hold and intercept tones are appropriate. Phone signs, printed hand-outs, and video-training tapes are not an acceptable alternative to a complete range of voice prompts and messages.
- e. The ICP must include the following fraud control functionality:
  - 1. Require the successful entry of a valid personal identification number (PIN, inmate DOC number to be used) to provide positive identification of the inmate seeking access to the system, before the call is accepted.
  - 2. Prompts to verify PIN inputs requiring a DTMF verification of within 15 seconds for answering yes if correct or no if incorrect. Callers shall be allowed only two chances to enter a correct PIN before being disconnected.
  - 3. Switch-hook detection and subsequent disconnect during connected call period. Call detail reports must reflect reason for disconnect.
  - 4. Voice overlay recording (inmate call branding) alerting called party that they are speaking to an inmate from a correctional facility. Overlay recording must be provided at initial contact with called party.
  - 5. Third party conference call detection eliminating the possibility of call conferencing and call forwarding.
  - 6. Incoming call block. The ICP must not respond to incoming ringing on any of its lines used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a line.
  - 7. The ICP must allow for blocking of the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. During call blocking, the inmate shall be given call progress tones to indicate that the call is being connected until such time as positive acceptance or rejection is detected.

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8. The ICP must provide call blocking upon dialing based upon an unlimited number of administratively defined telephone numbers. Blocking shall be defined by the NPA, individual digits or exchanges as selected by the system administrator (i.e. 800 numbers, 900 numbers, etc.
9. Access to a live operator must be blocked at all times.
10. Calls must be able to be restricted by time of day, specific location (individually or bank) or by inmate ID number. Duration of calls must also be under the control of the administrator at each facility, i.e. an individual inmate may make a 15 minute call once per hour, or a specific inmate may make only one call per day. Both called and calling parties will receive an announcement indicating maximum call duration has been met and that the call will terminate. Maximum time duration must be programmable in one-minute increments from three to unlimited. Department of Correction staff at each facility shall determine specific guidance for calling policy and restrictions.

Example: Phone time restrictions by unit at James T. Vaughn Correctional Center:

Maximum & Supermax	1 call per week
Medium	2 calls per week
Minimum	3 calls per week
Detentioners 1, 2 & 3	4 calls per month
Protective Custody 1, 2, 3	4 calls per month
Deathrow	8 calls per month

Example: Phone time restrictions at Sussex Correctional Institution:

If maximum time length of 15 minutes is used in any call then the inmate must wait 15 minutes before making another call. If the call does not exceed the maximum time of 15 minutes there is no wait time required before making another call.

11. The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt. The ICP must be able to distinguish such signal from line noise such as pops or clicks, i.e. as may be created by answering machines.
- f. The system must be provided with an on-site administration terminal located at a location designated by the customer. Features must include the following:
1. Connection via commercially available computer equipment;
  2. Operation not affecting the ICP normal operations and telephone operations;
  3. Management of inmate PIN codes and allowed called numbers;
  4. Report capabilities of call detail reports by number called, date, time, caller PIN and originating telephone;
  5. Viewing and printing of call detail records;
  6. Real time update of call block and acceptance lists;
  7. Real time ability to disable and enable phone operation on an all phone or per station basis;
  8. Ability to connect two or more administrative terminals with simultaneous operations if needed;
  9. Recording of selected conversations from file records;

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10. Ability to automatically scan recorded calls for key words and phrases and have the administrative terminal receive a prompt for the call to be reviewed based upon the detection of those words and phrases in a conversation;
  11. All inmate calls will be silently monitored and recorded; each call will be time and date stamped at the point of recording. Recording will begin with the acceptance of the PIN; dialing or speaking must commence within fifteen seconds or the call will be terminated and the recording cease. Recorded calls must be easily retrievable and archived. The system must be capable of applying "bookmarks" to the voiceprints on records for ease of retrieval.
  12. Contractor must have capability to coordinate with the previous vendor in order to provide access to the State's call recordings from the previous inmate telephone system. Recordings from the previous two systems (VAC and AGM) must be available to the State, at no cost to the State.
  13. Monitoring must be provided on a per call, dialed number, all trunk, scanned trunk or on demand basis from any inmate call system telephone and with PIN number; monitoring may be done on either live or previously recorded calls.
  14. For the continuous recording of all stations, 60 days of recordings shall be maintained on site; one-year's recordings shall be maintained off-site and shall be made accessible to the State by the Contractor. Recordings shall become the property of the Department of Corrections once recorded.
  15. Contractor's system must allow for live monitoring of calls, and to handle "hot" calls via an alert system. It must notify an investigator via phone call when a "hot" call has been placed to particular, designated number and then give the investigator the ability to replay the entire call later.
  16. Contractor's system must allow investigators remote access to the monitoring stations via SSL-VPN from any internet capable computer. Contractor's system must allow for burning a large set of call recordings to multiple disks, and prompt for the next disk to be loaded. The system must flag bad recordings and not interfere with the ability of the system to burn call recordings to disk.
- g. Stations must be armored, coinless phones designed for use in correctional facilities. Coin phones or phones requiring local power are not acceptable. Phones must be dumb stations with a minimum of electronics. Intelligence must reside within the ICP.
  - h. Telephone stations must include stain resistant metal casing, metal armored handset cord, moisture resistant keypad and concealed fittings to prevent inmate tampering. Handset cord wire must not be of the type that can cut steel.
  - i. System must be remotely bootable.
  - j. Power backup (UPS) for up to 5 minutes for ICP in the event of power failure, where emergency generator power is available, must be provided. Where emergency generator power is not available, 15-minute power backup must be provided.
  - k. The Contractor must provide hard wired, switched disconnect of each individual telephone by State employees within the equipment room for each bank of telephones.
  - l. Contractor shall provide high quality transmission service. Service shall be verified by a test call to an industry standard milliwatt tone and quiet generated in a facility within a selected North American NXX/NPA, and measurements taken regarding tone loss and line noise. Readings must

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be within 0 to -10 for loss and lower than -20dbm for noise. All other readings shall be considered substandard.

- m. Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and yet is billed; or when a call is terminated within 30 seconds of call initiation, due to substandard transmission quality, and a second attempt is made.
- n. The system shall provide for a toll free speed dial service, allowing inmates to dial an on-site investigative telephone number. This call shall not require the use of voice identification or PIN.
- o. The system shall allow an automated call block feature, permitting the called party to block their number from being dialed in the future. The called party simply dials a single digit DTMF code once the message that the call received is from a facility and the calling inmate name is played. A record is generated and the system administrator is notified of the blockage. The system automatically blocks the call. The administrator may change the denial operation at any time via the administrative terminal.
- p. The system shall constantly monitor the inmate phone for attempts to manipulate the switch-hook in order to bypass system controls. Any such attempt will result in call disconnection. At no time will the inmate reach outside dial tone or operator assistance.
- q. Calls shall be restricted to collect only. Inmates shall be prohibited from dialing: 911, 411, X11, 555-1212, 0-, 00-, 700, 976, 900, 800, 8XX, 10XXX, 950, in order to ensure that there is no possibility of inmate live operator access. In addition, the system shall be equipped with virtually unlimited capacity for individual blocked numbers which can be added on-site via one of the administrative terminals.
- r. The system must require that the inmate hang up following each call in order to place another call. When the first call is complete, the phone becomes inoperable until it is placed on-hook again.
- s. The system shall be provided with two methods to quickly shut down all telephones during an emergency: Administrative terminal and mechanical cut off switches. Existing switches may be used, but the Contractor must insure proper operation maintenance. These manual switches shall override any electronic or preprogrammed on-off parameters. These switches will be installed in a controlled area designated by the customer. An officer from the State of Delaware Department of Corrections can shut off individual phones, all phones in a POD, or all phones at the facility with one switch.
- t. The system shall offer both rotary and touch tone call acceptance.
- u. The system shall be fully compatible with TTY/TDD services and meet all requirements of the American with Disabilities Act. This includes telephone set location and installation.

3.2.5. CALL SEQUENCE:

This section defines sequence of events of initiating inmate call.

- a. Caller lifts handset.
- b. Caller receives a repeated message to choose between English or Spanish, each in the appropriate language.
- c. Caller receives repeated message to enter a Personal Identification Number (PIN).
- d. Caller enters PIN number.
- e. Caller receives repeated message to indicate that number entered was number desired. Caller presses a DTMF key to continue the call, or a different key allowing him to re-dial the number.



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- f. Message is played to the caller, indicating an acceptance or rejection of the call attempt. If the ID is rejected, the phone will be disconnected.
- g. Inmate dials number.
- h. Receiving party telephone rings.
- i. Receiving party answers call.
- j. Receiving party hears a message in English or Spanish dependent upon originating call language, indicating that this is a call from a correctional institution in Delaware, plays the voice recorded name of the inmate, and provides information on how to accept or reject the caller. The calling party is not cut through until the call is accepted. The caller only hears a repeated message that his call is being processed.
- k. Inmate receives message that his call is either connected and he hears the called party or that his call is rejected, in which case the call is immediately terminated.
- l. Every six seconds throughout the call the inmate hears a recording tone and randomly the called party receives a message that the call has been placed from a correctional institution. This feature is selectable from the administrative terminal and may be disabled.

3.2.6. CALL DETAIL REPORTING AND STORAGE:

- a. Contractor shall be responsible for providing a forensically secure and legally acceptable method of data storage, data collection and data production with respect to any digitally-recorded telephone conversation or other data element recorded or created as a result of any service provided under the contract.
- b. The ICP must provide on-site storage of call detail information. Other requirements include the following:
  - 1. On-site storage capacity of up to 6 months of call records, as differentiated from recordings of calls. Backups shall be performed weekly and may be stored offsite for disaster recovery.
  - 2. Call activity viewing in real time.
  - 3. On-site reporting of stored activity.
  - 4. Call detail reporting by PIN or station for dialed number, station, trunk, time of day, date and duration of call, and call conditions including busy, no answer, normal, time expired, line quality, etc.
  - 5. Attorney Numbers: Approved legal/attorney numbers, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved attorney numbers. Individual attorney numbers must be configurable for predefined call durations as necessary.
  - 6. Free Calls: The System shall allow inmates to place free calls to numbers specified by State. These free calls shall apply to local numbers only. Indefinite retention of call details in the event of power failure.

3.2.7. OPERATIONAL SUPPORT AND TRAINING:

- a. The Contractor shall provide an employee for operational and maintenance support for the inmate telephone system. Operational support shall include, but not be limited to, training Corrections staff in the use of the system, collecting and inputting voice samples of the inmates for identification and tracking purposes, and entering and adjusting inmate personal identification numbers (PIN), and for Emergency on-site availability (See Exhibit 6).

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- On-site operational training at each correctional facility shall be provided. Classes shall be provided for each of the three employee work shifts. A minimum of two classes shall be held for each shift. Topics to be covered shall include:
  - Inmate call process.
  - Communicating PIN assignment/change requests to administrators.
  - Trouble reporting procedure.
  - Emergencies – phone shutdown, reporting, service issues.
- b. Contractor shall be responsible for providing adequate staffing to ensure legally appropriate, timely in-court testimonial support. Such testimonial services shall include, at a minimum, the ability to appropriately explain to the court or a jury how the vendor's telephone system and data storage system operates, how data is stored, maintained, and collected both as a general proposition and in relation to specific applications and uses of the Vendor's system. Vendor understands that such services will be needed on a State-wide basis. Such testimonial services, when utilized, shall not interfere with the normal and routine obligations and duties of the Contractor.
- c. On-site training at each correctional facility shall be provided for the Department of Corrections systems administrators of the inmate phone system. Such training shall include operation and operator/user maintenance of all equipment supplied. Training shall take place on the day prior to system turn-up, the day of turn-up and 14 days thereafter to insure a thorough understanding of the equipment by prison employees. Training shall take place during each of three daily shifts as defined by the Department of Corrections. Each administrator shall be provided complete sets of training material including manuals and other materials on the following topics:
  - Administrative Terminal operations.
  - Reporting Options and Queries.
  - Inmate call process.
  - Communicating PIN assignment/change requests to administrators.
  - Trouble reporting procedure.
  - Emergencies – phone shutdown, reporting, service issues.
- d. Contractor's System Administrator employee(s) shall provide weekly routine operational and maintenance support for training additional Correctional staff in the use of the system, collecting and inputting voice samples, entering inmate identification data and PIN numbers.
- e. Vendors must include resumes for all System Administrator employees with the minimum information.

3.2.8. TROUBLE REPORTS:

Contractor shall be responsible to catalogue, maintain and resolve inmate trouble reports.

3.2.9. EQUIPMENT OWNERSHIP:

- a. The Contractor shall remain the sole and exclusive owner of all telephone equipment installed. The inventory and locations are shown in Exhibit 4.
- b. All cable, wire, patch panels, jacks, interface blocks, and wire management facilities, shall remain as property of the State at the termination of this agreement.
- c. All PCs shall be maintained by the Contractor throughout the contract, but be turned over to the State at the termination of the contract. The State shall receive such including all software and peripherals, as considered inclusive in the system.
- d. The State shall not be held responsible for any damage to equipment.

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- e. The Contractor must provide documentation on equipment ownership if other than the primary Contractor (subcontractor) and the terms of the use (if not owned by the Contractor) of such equipment.
- f. All services shall remain in effect from the commencement of the contract to the initiation of a future contract, not to exceed 90 days.
- g. The State shall bear no costs for the removal and transfer of services. All terms of the initial contract other than time duration shall remain in effect.

3.2.10. ADMINISTRATIVE PCs:

The Contractor shall provide administrative PCs where specified within. All such devices shall be industry standard equipment of the configuration currently specified to be fully functional and compatible with the ICP it supports.

3.2.11. COLLECT CALL BILLING:

A flat rate service charge may be billed for all inmate-originated collect calls regardless of time of day and/or day of week. The limits for those service charges are:

- Local – service charges not to exceed \$2.00
- IntraLATA – service charges not to exceed \$2.50
- InterLATA – service charges not to exceed \$2.50

A separate postalized transport charge may be billed for each of the above types of calls, regardless of the time of day and/or day of week.

These rates must be capped for the duration of the Contract. Billing of calls will not begin until an off-hook, voice acceptance and interactive signal is received from the called party. Call detail must be provided for every outgoing call.

The billing charges per call will be included in the Bidder's evaluation criteria.

3.2.12. DEBIT CALL REQUIREMENTS:

The inmate telephone system shall be capable of interfacing with the Department of Correction's integrated debit application and platform, through the institutional canteen's point of sale system.

The inmate telephone system shall be used by the offenders to deposit/purchase debit phone time through the institutional canteen's point of sale system.

The inmate telephone system must be capable of performing a daily upload of the offender debit purchases made through the state agency's canteen system via a data file that is processed on a daily basis and the appropriate funds immediately deposited to the individual offender's debit account and immediately available for calling use.

The inmate telephone system must be capable of sending an email confirmation to a distribution list of designated state agency contacts when the daily offender debit canteen purchase/deposits file has been processed and the appropriate funds have successfully been applied to the offenders' debit accounts.

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The inmate telephone system must be capable of performing a manual input of funds from a state agency's workstation or institutional canteen to an offender's account in the event that a refund or other credit adjustment is necessary and warranted.

The inmate telephone system must be capable of generating a current account reconciliation report for each offender. The inmate telephone system must be capable of printing the current account reconciliation report for each offender on demand from any workstation connected to the inmate telephone system.

The inmate telephone system must be capable of automatically transferring an offender's debit account and associated available funds, when the offender is transferred from one facility to another.

As a free service provided to all inmates, the inmate telephone system should be capable of providing the offender their current account balance via any inmate telephone within the facility to which they are currently assigned and located.

Contractor's system must be capable of accepting a data interface, using an inmate ID number from 1 to 15 digits in length, for enrollment, PIN number assignment, purchases of time, and other updates to the inmate's account. The Contractor must also agree to work directly with the Commissary vendor to address and resolve any interface problems or errors in a timely manner consistent with other service levels in this document.

Electronic Debit Payment Method: The system shall have the capability for inmate electronic debit calling that is integrated with the State's commissary system. Through this integration, the DOC commissary vendor provides inmate information to the inmate telephone system, including name, inmate ID, and 4-digit PIN that is assigned by the commissary. Inmates will be able to order debit phone time using the standard commissary order form. Refunds will be processed through the commissary, which will transfer any remaining debit funds to the inmate trust account. Proposal should explain in detail how the vendor will satisfy this requirement.

### 3.2.13. PRE-PAID CALL REQUIREMENTS:

The inmate telephone system must include an integrated application that allows a called party the ability to establish a pre-paid account with the Contractor to receive telephone calls from an offender.

The inmate telephone system must allow a called party to receive and accept a collect call from an inmate following the normal call validation and screening processes in the event that their pre-pay account has an insufficient balance and or a pre-pay account has not been established.

The inmate telephone system must be capable of generating and providing a monthly account statement to each called party regarding their pre-paid account that includes the following information:

- Beginning period's account balance;
- Each accepted call (including: date, time, duration and its applicable charge);
- Each purchase and or credit transaction (Date and amount);
- Applicable local, city, state and federal taxes assessed;
- Ending account balance; and
- Toll-free number to contact the contractor's customer service center with questions or inquiries.

The inmate telephone system must be capable of informing the called party of their pre-paid account

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accumulated 30 day balance prior to acceptance of each call. The pre-paid account balance should be rounded to the next minute.

Instant Pay to Connect a Single Call: The system shall offer a called party who cannot receive a collect call (due to billing restrictions, cell phone use, etc.) the option to pay for a single call using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected immediately, without the need to set up a prepaid or debit account first, and without requiring the inmate to make the call attempt again at a later time.

**3.2.14. FUTURE OPTION - KIOSK UTILIZATION:**

During the life of this contract, the State may implement use of kiosks. The vendor should list all experience with the utilization and implementation of kiosks in an inmate environment. If the bidder has no experience with kiosks, it should be stated in the proposal.

Anticipated kiosk features include:

1. Ability to display at least the following information to an inmate regarding the calls they have placed in the last thirty (30) days:
  - Date of calls;
  - Type of calls (i.e. - debit, collect, prepaid);
  - Phone numbers called;
  - Time calls was placed; and
  - Duration of calls.
2. Ability to inform the inmate of the number of minutes they currently have available to use.
3. Provide the inmate the ability to purchase additional call time at the state agency supplied offender kiosks.

**3.3. PUBLIC COIN TELEPHONE SERVICE:**

**3.3.1. INTRODUCTION:**

The State shall award a contract for a primary provider of all public telephones located on property owned or controlled by the State. This includes coin-operated and Charge-a-Call telephones. Contractor shall provide local, intra LATA and inter LATA transport. At present, service for **107** telephones is required.

**3.3.2. AVAILABILITY:**

- a. The Contractor must provide 800 and 8XX NPA and emergency 911 access from all telephones. Emergency 911 calls shall not require payment deposit or incur any costs to the caller.
- b. The State may restrict incoming calls on a per-station basis at its discretion.
- c. The Contractor must allow origination of third-party billing and collect calls.
- d. The Contractor must accept the usage of debit and calling cards.

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- e. The Contractor must provide a one-for-one replacement for all public pay telephones noted in Exhibit 4. The State will determine the necessity for public pay telephones to be installed in State locations. All installations shall be at the discretion of the State and shall be coordinated by the State.
- f. For management purposes, the State's telephones may be grouped into BTNs. Grouping selections shall be made by the State.

**3.3.3. TELEPHONE STATION TYPES:**

- a. Public telephone stations are currently made up of several types, including environmentally protected stations, indoor stations, coin and charge card stations (See Exhibit 5). The Contractor must provide new or refurbished, like-new equipment of similar type designed for similar applications.
- b. Each designated location, at a minimum, must be provided with one coin operated telephone. All installations must be approved and coordinated with the State.

**3.4. COMMISSION STRUCTURE**

- 3.4.1. The commission to the State shall be in the form of a straight percentage of all originating, billable revenue.
- 3.4.2. Commission must be applied to all charges from all telephones on each system. Revenue not collected will not reduce the commission amount.
- 3.4.3. Commission plans restricted to minimum thresholds are unacceptable.
- 3.4.4. Contractor will submit a commission check to the address designated by the State, on a monthly basis. The check shall be submitted no later than fifteen days after the end of the billing period. Each commission check submission will include a report listing the following information:
  - Correctional facility or Location Address in the case of Public Pay Stations
  - Telephone line number
  - Minutes of usage
  - Total charges for each line number
  - Commission amount for each line number

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**EXHIBIT 1**

**INMATE/ PUBLIC COIN SERVICES SAMPLE MONTHLY USAGE (PCS)**

<b># of Messages - Year/Month</b>												
<b>Inmate</b>	<b>200807</b>	<b>200808</b>	<b>200809</b>	<b>200810</b>	<b>200811</b>	<b>200812</b>	<b>200901</b>	<b>200902</b>	<b>200903</b>	<b>200904</b>	<b>200905</b>	<b>200906</b>
INTERNATIONAL	3			56	1,077	1,529	1,519	1,587	1,581	1,931	1,638	1,600
INTERSTATE	3,479	3210	3134	4,535	3,276	2,966	2,706	2,351	2,869	3,028	2,744	2,947
INTRALATA	18,732	18403	17960	17,752	17,491	17,324	17,754	17,015	18,676	16,555	14,501	15,133
LOCAL	52,257	50,397	52,578	59,352	58,202	57,686	58,766	57,673	65,650	65,119	60,443	60,413
Inmate_PayPhones - N/A												
Public_PayPhones - N/A												
Grand Total	74,471	72,010	73,672	81,695	80,046	79,505	80,745	78,626	88,776	86,633	79,326	80,093
<b># of Minutes - Year/Month</b>												
<b>Inmate</b>	<b>200807</b>	<b>200808</b>	<b>200809</b>	<b>200810</b>	<b>200811</b>	<b>200812</b>	<b>200901</b>	<b>200902</b>	<b>200903</b>	<b>200904</b>	<b>200905</b>	<b>200906</b>
INTERNATIONAL	16			730	11,176	16,170	16,981	17,647	16,666	20,062	17,384	16,927
INTERSTATE	35,439	33356	32313	44,906	32,194	28,687	26,434	23,227	28,322	30,136	27,245	29,709
INTRALATA	209,939	204167	202185	193,792	191,361	191,033	197,480	191,689	209,743	186,732	163,718	169,902
LOCAL	652,514	626,087	657,025	730,759	719,340	709,913	732,516	726,051	814,413	792,456	728,384	717,098
Inmate_PayPhones - N/A												
Public_PayPhones - N/A												
Grand Total	897,908	863,610	891,523	970,187	954,071	945,803	973,411	958,614	1,069,144	1,029,386	936,731	933,636

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**Exhibit 2**

**Rolling Average Usage**

<u>Messages</u>	<u>Rolling Average for 12 Months</u>	<u>Minutes</u>	<u>Rolling Average for 12 Months</u>
<b>Inmate</b>		<b>Inmate</b>	
INTERNATIONAL		INTERNATIONAL	
L	1,253	L	13,376
INTERSTATE	3,104	INTERSTATE	30,998
INTRALATA	17,275	INTRALATA	192,646
LOCAL	<u>58,212</u>	LOCAL	<u>717,213</u>
Total	79,844	Total	954,233
<b>Public Payphone</b>		<b>Public Payphone</b>	
INTERSTATE	4,167	INTERSTATE	5,375
LOCAL	<u>12,868</u>	LOCAL	<u>N/A</u>
Total	17,035	Total	5,375 at minimum



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**Exhibit 3**

WALL MOUNTED INSTRUMENT SIGNAGE SAMPLE  
ALL SIGNAGE MUST BE PROVIDED IN ENGLISH and SPANISH

Calls are to be completed in the following manner.

Prior to calling, numbers called must be approved and on **your** PIN Sheet.

After permission to make the call is obtained.

- a. Remove receiver
- b. At prompting enter your PIN number
- c. At prompting enter the number your wish to call
- d. At prompting state your name.
- e. Wait for the party you called to accept your call.
- f. Hang up at the end of your call, or when instructed to terminate.

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**Exhibit 4**

<b>ADDRESS</b>	<b>APPROX. # RESIDENTS</b>	<b>EXISTING/MINIMUM REQUIRED NUMBER of INMATE TELEPHONES</b>	<b>ADMIN TERMINALS REQUIRED</b>	<b>TYPE OF INMATE PHONE SETS</b>
Department of Correction Internal Affairs Unit (IAU) Green Farmhouse School Brick Road Smyrna, DE 19977	0	0	1	None
Department of Correction Admin/Emergency Operations Center (EOC) 245 McKee Rd Dover, DE 19904	0	0	1	None
Central VOP Center 875 Smyrna Landing Rd Smyrna, DE 19977	100	19	1	New Inmate Phone Site
Delores Baylor Women's Correctional Institution (BWCI) 660 Baylor Road New Castle, DE 19720	400	37/38	1	Inmate
James T. Vaughn Correctional Center (JTVCC) 1181 Paddock Road Smyrna, DE 19977	2600	85	1	Inmate
Howard R. Young Correctional Institution (HRYCI) 1301 East 12th Street Wilmington, DE 19801	1700	128	3	Inmate
Sussex Correctional Institution (SCI) Rt. 113 P O Box 500 Georgetown, DE 19947	1200	112	2	Inmate
Sussex VOP Center (SVOP) 23207 DuPont Blvd. Georgetown, DE 19947	250	38	2	Inmate
Webb Correctional Facility (WCF) 200 Greenbank Road Wilmington, DE 19808	100	9	2	Inmate
Morris Community Correctional Center (MCCC) 300 Water Street Dover, DE 19904	250	29	1	New Inmate Phone Site
Plummer Community Correctional Center (PCCC) 38 Todds Lane Wilmington, DE 19802	250	7	1	New Inmate Phone Site

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ADDRESS	APPROX. # RESIDENTS	EXISTING/MINIMUM REQUIRED NUMBER of INMATE TELEPHONES	ADMIN TERMINALS REQUIRED	TYPE OF INMATE PHONE SETS
Women's Work Release and Treatment Center (WWRTC) 620 Baylor Boulevard New Castle, DE 19720	100	3	1	New Inmate Phone Site replacing Public
Sussex Work Release Center (SWRC) 23207 DuPont Blvd. Georgetown, DE 19947	250	7	1	New Inmate phones replacing Public
NCC Detention Center (DSCYF site) 963 Centre Road Bldg. 12 Wilmington, DE 19805	80	15	1	Inmate
Ferris School (DSCYF site) 959 Centre Rd. Wilmington, DE 19805	110	18	1	Inmate
Stevenson House (DSCYF site) PO Box 278, Rt. 113 Milford, DE 19963	50	12/12	1	Inmate
<b>NEW TOTALS</b>	<b>7410</b>	<b>500</b>	<b>21</b>	

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**Exhibit 5**

**INMATE PHONE INVENTORY**

<b><u>INMATE LINES</u></b>	<b><u>PHONE NUMBER</u></b>
Howard R Young Correctional Institution 1301 E 12th St. Wilmington, DE 19801	302-652-9860
	302-429-5842
	302-426-9173
	302-426-9824
	302-429-2553
	302-652-9879
	302-426-9542
	302-426-9238
	302-426-9825
	302-426-9349
	302-429-2554
	302-652-9907
	302-429-9395
	302-426-9353
	302-777-9124
	302-777-9052
	302-429-2584
	302-426-9534
	302-777-9123
	302-426-9535
	302-777-9053
	302-429-9225
	302-429-2565
	302-426-9543
	302-429-8516
	302-429-2586
	302-429-7559
	302-426-9735
	302-429-9030
	302-429-8572
	302-426-9772
	302-429-2577
	302-426-9539
	302-426-9544
	302-426-9480
	302-426-9018

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302-426-9531  
302-426-9521  
302-429-8891  
302-426-9548  
302-426-9783  
302-429-2556  
302-426-9512  
302-426-9540  
302-426-9784  
302-429-2568  
302-426-9508  
302-426-9541  
302-426-9024  
302-426-9785  
302-429-2569  
302-429-2572  
302-426-9817  
302-426-9532  
302-652-9847  
302-429-2571  
302-426-9067  
302-426-9823  
302-426-9533  
302-426-9734  
302-429-2580  
302-429-2579  
302-429-8404  
302-426-9582  
302-777-9055  
302-429-2551  
302-652-9816  
302-426-9025  
302-429-8564  
302-777-9121  
302-429-2576  
302-426-9537  
302-429-2603  
302-429-2561  
302-426-9536  
302-429-2585  
302-429-6606

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James T Vaughn Correctional Center  
1181 Paddock Road, Smyrna, DE 19977

302-429-1943  
302-777-9051  
302-426-9487  
302-429-2608  
302-426-9484  
302-653-9205  
302-659-9990  
302-653-5389  
302-653-9462  
302-653-9870  
302-653-9803  
302-653-9931  
302-653-0852  
302-653-9929  
302-653-7432  
302-653-9911  
302-653-9844  
302-653-9860  
302-653-9308  
302-653-4889  
302-653-0863  
302-653-9823  
302-653-9824  
302-653-9817  
302-653-9838  
302-653-9861  
302-653-9937  
302-653-9866  
302-653-9901  
302-653-9868  
302-653-9941  
302-653-9923  
302-653-0857  
302-653-0860  
302-653-9534  
302-653-6100  
302-653-9915  
NEW  
NEW  
NEW  
NEW

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Delores Baylor Women's Prison	302-652-9349
660 Baylor Blvd, New Castle DE 1980	302-888-5550
	302-888-4539
	302-888-4542
	302-777-9059
	302-777-9063
	302-888-4534
	302-888-4538
	302-888-4541
	302-888-4546
	302-777-9039
	302-777-9045
	302-777-9061
	302-777-9062
	302-888-4520
	302-888-4522
	302-777-9037
	302-888-4524
	302-888-4526
	302-777-9090
	302-888-4504
	302-888-4506
	302-777-9065
	302-777-9096
	302-888-4527
	302-777-9036
	302-777-9038
Ferris School	302-994-9901
959 Centre Rd., Wilmington, DE 19805	302-994-9910
	302-994-9836
	302-994-9940
	302-994-9777
	302-994-9958
	302-994-9758
	302-994-9745
	302-994-9767
	302-994-9821
	302-994-9900
	302-994-9906
	302-994-9918

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	302-994-9936
	302-994-9942
	302-994-9956
	302-994-9962
	302-994-9973
	302-994-9798
	302-994-9971
	302-994-9806
	302-994-9819
	302-994-9820
	302-994-9784
	302-999-7684
	302-999-7640
	302-999-7830
Stevenson House	302-422-7940
750 N Dupont Blvd, Milford, DE 19963	302-422-7942
	302-422-7939
	302-422-7927
	302-422-7923
	302-422-7927
	302-422-7923
	302-422-7919
	302-422-7928
	302-422-7918
	302-422-7924
Sussex Correctional Institution	302-854-6803
P O Box 500. Georgetown, DE 19947	302-854-6806
	302-854-6823
	302-856-2303
	302-856-3580
	302-856-6572
	302-856-6291
	302-856-9296
	302-856-6159
	302-854-6805
	302-856-2719
	302-856-2745
	302-856-9193
	302-854-6804
	302-856-6553



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302-856-6573  
302-854-6826  
302-856-6518  
302-856-6547  
302-854-6811  
302-854-6812  
302-854-6813  
302-855-9683  
302-855-9684  
302-854-6836  
302-856-6552  
302-854-6839  
302-855-9883  
302-856-9816  
302-854-6877  
302-854-6878  
302-854-6879  
302-854-6880  
302-854-6881  
302-854-6882  
302-854-6883  
302-856-6513  
302-854-6824  
302-856-9985  
302-854-6821  
302-854-6827  
302-854-6829  
302-854-6828  
302-854-6830  
302-854-6871  
302-854-6808  
302-854-6809  
302-854-6807  
302-854-6810  
302-854-6819  
302-855-9685  
302-855-9686  
302-856-6544  
302-856-6508  
302-855-9885  
302-856-6545

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	302-855-9780
	302-855-9881
	302-855-9798
Sussex Community Correctional Center	302-854-9819
23207 Dupont Blvd, Georgetown, DE 19947	302-856-9908
	302-856-6591
	302-856-6585
	302-856-6586
	302-856-6590
	302-854-9803
	302-856-9962
	302-856-9963
	302-856-6515
	302-856-6503
	302-856-6506
	302-854-9802
	302-854-9833
	302-854-6870
	302-856-9917
	302-856-9969
	302-855-9073

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<b>Grand Total Inmate Phone Lines</b>	<b>444</b>
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<u>Inmate Coin Lines</u>	<u>PHONE NBR</u>	<u>SERVICE TYPE</u>
CRIMINAL JUSTICE FACILITY - WILMINGTON	3024292575	INMATE_Payphone
Howard R. Young Crrctnl Inst. (Gander Hill Prison)	3026529571	INMATE_Payphone
PAROLE VIOLATION CENTER	3026596100	INMATE_Payphone
Howard R. Young Correctional Institution	3027775707	INMATE_Payphone
SUSSEX - BOOT CAMP	3028567921	INMATE_Payphone
John Webb Correctional	3029951646	INMATE_Payphone
John Webb Correctional	3029983085	INMATE_Payphone
John Webb Correctional	3029997623	INMATE_Payphone
John Webb Correctional	3029997943	INMATE_Payphone
John Webb Correctional	3029999041	INMATE_Payphone
John Webb Correctional	3029999651	INMATE_Payphone

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<b>Grand Total Inmate Coin Lines</b>	<b>11</b>
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<u>Public Coin Lines</u>	<u>PHONE NUMBER</u>	<u>SERVICE TYPE</u>
COURT #15	3027989250	Public_Payphone

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GATEWAY FOUNDATION	3028349838	Public_Payphone
GATEWAY FOUNDATION	3028349840	Public_Payphone
GATEWAY FOUNDATION	3028349869	Public_Payphone
SUSSEX CORRECTIONAL INSTITUTE	3028546801	Public_Payphone
SUSSEX CENTRAL H.S.	3028566562	Public_Payphone
TECHNICAL COLLEGE-OWENS CAMPUS	3028569811	Public_Payphone
SUSSEX CENTRAL H.S.	3028569872	Public_Payphone
SUSSEX WORK RELEASE CENTER	3028569910	Public_Payphone
TECHNICAL COLLEGE-OWENS CAMPUS	3028569997	Public_Payphone
STATE PARK@TRAP POND	3028759802	Public_Payphone
STATE PARK@TRAP POND	3028759914	Public_Payphone
STATE PARK@TRAP POND	3028759940	Public_Payphone
JOHN DICKINSON H.S.	3029949939	Public_Payphone
JOHN DICKINSON H.S.	3029959753	Public_Payphone
JP COURT #10	3029981052	Public_Payphone
REHOBOTH PARK-N-RIDE	3022279793	Public_Payphone
REHOBOTH PARK-N-RIDE	3022279794	Public_Payphone
STATE PARK- KILLENS POND	3022849982	Public_Payphone
J.P. OFFICE	3023289716	Public_Payphone
WOODBIDGE HIGH SCHOOL	3023377941	Public_Payphone
DEL TECH STANTON CAMPUS	3023669402	Public_Payphone
DEL TECH STANTON CAMPUS	3023669750	Public_Payphone
JP COURT #9	3023787324	Public_Payphone
State of Delaware JP # 6	3024223412	Public_Payphone
ELLENDAL SCHOOL	3024229991	Public_Payphone
ELLENDAL SCHOOL	3024249034	Public_Payphone
SEASHORE STATE PARK	3025399928	Public_Payphone
JP COURT #4	3026297369	Public_Payphone
BEACON MIDDLE SCHOOL	3026449711	Public_Payphone
CAPE HENLOPEN STATE PARK	3026449800	Public_Payphone
CAPE HENLOPEN STATE PARK	3026449801	Public_Payphone
CAPE HENLOPEN STATE PARK	3026456000	Public_Payphone
CAPE HENLOPEN STATE PARK	3026456035	Public_Payphone
CAPE HENLOPEN STATE PARK	3026456036	Public_Payphone
CAPE HENLOPEN STATE PARK	3026456089	Public_Payphone
CAPE HENLOPEN HIGH SCHOOL	3026459907	Public_Payphone
CAPE HENLOPEN HIGH SCHOOL	3026459910	Public_Payphone
CAPE HENLOPEN HIGH SCHOOL	3026459914	Public_Payphone
CAPE HENLOPEN STATE PARK	3026459928	Public_Payphone
CAPE HENLOPEN STATE PARK	3026459932	Public_Payphone
STATE HOSPITAL	3026529031	Public_Payphone
ELBERT N CARVEL BUILDING	3026529044	Public_Payphone
DEL STATE BLDG	3026529050	Public_Payphone

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STATE HOSPITAL	3026529078	Public_Payphone
STATE HOSPITAL	3026529162	Public_Payphone
TECH COLLEGE-WILMINGTON CAMPUS	3026529308	Public_Payphone
Howard R. Young Crrctnl Inst. (Gander Hill Prison)	3026529410	Public_Payphone
STATE HOSPITAL	3026529592	Public_Payphone
WILMINGTON H.S.	3026529609	Public_Payphone
WILMINGTON H.S.	3026529824	Public_Payphone
STATE HOSPITAL	3026529836	Public_Payphone
JP COURT	3026529849	Public_Payphone
TECH COLLEGE-WILMINGTON CAMPUS	3026529852	Public_Payphone
STATE HOSPITAL	3026529884	Public_Payphone
STATE HOSPITAL	3026529930	Public_Payphone
JP COURT #8	3026537589	Public_Payphone
Mallard Lodge	3026537910	Public_Payphone
PAROLE VIOLATION CENTER	3026539056	Public_Payphone
STATE WELFARE HOME	3026539857	Public_Payphone
STATE WELFARE HOME	3026539865	Public_Payphone
STATE HOSPITAL	3026575488	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026575723	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026575724	Public_Payphone
STATE HOSPITAL	3026575732	Public_Payphone
STATE HOSPITAL	3026575733	Public_Payphone
STATE HOSPITAL	3026575734	Public_Payphone
STATE HOSPITAL	3026575736	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026580521	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026580959	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026582484	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026583638	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026584401	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026584693	Public_Payphone
BAYLOR WOMEN'S CORRECTIONAL	3026587279	Public_Payphone
PAROLE VIOLATIONS CENTER	3026599572	Public_Payphone
KENT COUNTY COURTHOUSE	3026749377	Public_Payphone
TECHNICAL COLLEGE-TERRY CAMPUS	3026749986	Public_Payphone
MARINER MIDDLE SCHOOL	3026845408	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309564	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309881	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309904	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309917	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309919	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309946	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309947	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309948	Public_Payphone

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MORRIS CORRECTIONAL CENTER	3027309949	Public_Payphone
MORRIS CORRECTIONAL CENTER	3027309950	Public_Payphone
JP COURT #1	3027321283	Public_Payphone
480 BANKS LN DOVER	3027349560	Public_Payphone
PLUMMER HOUSE	3027624721	Public_Payphone
PLUMMER HOUSE	3027625293	Public_Payphone
PLUMMER HOUSE	3027625402	Public_Payphone
DEPT OF LABOR	3027629803	Public_Payphone
DEPT OF LABOR	3027629805	Public_Payphone
PLUMMER HOUSE	3027649715	Public_Payphone
PLUMMER HOUSE	3027649913	Public_Payphone
PLUMMER HOUSE	3027649914	Public_Payphone
PLUMMER HOUSE	3027649915	Public_Payphone
PLUMMER HOUSE	3027649923	Public_Payphone
PLUMMER HOUSE	3027649942	Public_Payphone
PLUMMER HOUSE	3027649943	Public_Payphone
MEMORIAL BRIDGE	3027779015	Public_Payphone
MEMORIAL BRIDGE	3027779016	Public_Payphone
STATE HOSPITAL	3027779079	Public_Payphone
TECH COLLEGE-WILMINGTON CAMPUS	3027779231	Public_Payphone

***Grand Total Public Payphones***

***107***

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**Exhibit 5**

PUBLIC PAYPHONE ENCLOSURE/TYPE

BUSINESS NAME	Quantity	SERVICE TYPE	Pedestal/Enclosure Open Station
Inmate Coin	15	Inmate	PB-101
Inmate Coin	10	Inmate	L-31
Public Coin	90	Public	L-31

For more information on the enclosures, see:

[http://www.myrmcorp.com/index\\_files/Page369.htm](http://www.myrmcorp.com/index_files/Page369.htm)

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**Exhibit 6**

Contractor-Provided System Administrators: Staffing requirements at the three large Institutions must be dedicated. Staffing at the smaller, remote locations can be shared by those three dedicated staff as indicated in the table below. If they are contacted from the smaller facilities and it is reported that they have specific phones down, then they may drive up to that facility to trouble shoot. If they are asked for specific call reports or system information, they can do that remotely from the main site they sit in. They must have the ability to remotely query the smaller systems from their offices.

<b>ADDRESS</b>	<b>SYSTEM ADMINS REQUIRED</b>	<b>EXPECTED HOURS per Week</b>
Central VOP Center (CVOP) 875 Smyrna Landing Rd Smyrna, DE 19977	2 hours per week shared with JTVCC	<b>2</b>
Delores Baylor Women's Correctional Institution  660 Baylor Road New Castle, DE 19720 (BWCI)	1 Halftime Person	<b>20</b>
James T. Vaughn Correctional Center (JTVCC)  1181 Paddock Road Smyrna, DE 19977	1 Fulltime Person  Dedicated	<b>40</b>
Howard R. Young Correctional Institution (HRYCI)  1301 East 12th Street Wilmington, DE 19801	1 Fulltime Person Dedicated	<b>40</b>
Morris Community Correctional Center (MCCC)  300 Water Street Dover, DE 19904	2 hour per week shared with JTVCC	<b>2</b>
Plummer Community Correctional Center (PCCC)  38 Todds Lane Wilmington, DE 19802	1 hour per week shared with BWCI	<b>1</b>
Stevenson House PO 278, Rt. 113 Milford, DE 19963	1 hour per week shared with SCI	<b>1</b>
Sussex Correctional Institution (SCI) Rt. 113 Georgetown, DE 19947	1 Fulltime Person Dedicated	<b>40</b>

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**EXHIBIT 6 - continued**

<b>ADDRESS</b>	<b>SYSTEM ADMINS REQUIRED</b>	<b>EXPECTED HOURS per Week</b>
Sussex Community Correctional Center Rt. 6 Box 700 Georgetown, De 19947	1 hour per week shared with SCI	<b>1</b>
Sussex VOP Center (SVOP) 23207 DuPont Blvd. Georgetown, DE 19947	2 hours per week shared with SCI	<b>2</b>
Webb Correctional Facility (WCF) 200 Greenbank Road Wilmington, DE 19808	1 hour per week shared with BWCI	<b>1</b>
Women's Work Release and Treatment Center (WWRTC) 620 Baylor Boulevard New Castle, DE 19720	1 hour per week shared with BWCI	<b>1</b>
Ferris School & NCC Detention Center 956 Centre Road Wilmington, DE 19805	1 hour per week shared with BWCI	<b>1</b>
<b>TOTALS</b>	<b>4 FULLTIME DEDICATED</b>	<b>152 hours/week = 4 fulltime SA's</b>



PROPOSAL REPLY SECTION  
CONTRACT NO. DTI-2010-110  
Inmate & Public Coin Telephone Services



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**PROPOSAL REPLY SECTION**

CONTRACT NO. DTI-2010-110  
Inmate & Public Coin Telephone Services

**Complete and sign the attached forms and return with your proposal in a clearly marked envelope displaying the contract number to the State of Delaware, Department of Technology and Information (DTI), 801 Silver Lake Blvd., - Suite 100, Dover DE 19904 by 1:00 p.m., Wednesday, October 14, 2009 at which time proposals shall be opened.**

A mandatory pre-bid meeting has been scheduled for September 23, 2009 from 10:00 a.m. EDT to 12:00 p.m. EDT at the Department of Technology and Information, 801 Silver Lake Blvd., Dover, DE 19904. **This is a mandatory meeting.** If an offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. If an offeror wishes to visit, tour and survey any State location covered in this RFP, the institution personnel will be available to escort any offerors on that day between the hours of 8:00 am and 4:30 pm. No other visits, tours or surveys will be granted to offerors at any other time for purposes of preparing for this RFP. Security clearance forms may be requested from Carmen Herrera by email at [Carmen.Herrera@state.de.us](mailto:Carmen.Herrera@state.de.us). All complete security clearance forms must be submitted to Carmen Herrera no later than Friday, September 18 at 4:30p.m. EDT.

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the procurement officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 SILVER LAKE BLVD  
DOVER, DELAWARE 19904

NO PROPOSAL REPLY FORM

**CONTRACT #: DTI-2010-110**

**CONTRACT TITLE: Inmate & Public Coin Telephone Services**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Offeror's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Offeror's List **for these goods or services.**

**CONTRACT NO.:** DTI-2010-110  
**TITLE:** Inmate & Public Coin Telephone Services  
**OPENING DATE:** September 10, 2009

### **NON-COLLUSION STATEMENT**

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Department of Technology and Information.

It is agreed by the undersigned offeror that the signed delivery of this proposal represents the offeror's acceptance of the terms and conditions of this request for proposal including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware.

COMPANY NAME \_\_\_\_\_ (check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

**SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

STATE OF DELAWARE

FEDERAL E.I. NUMBER \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

E-RATE S.P.I. NUMBER \_\_\_\_\_ (IF APPLICABLE)

(circle one)			(circle one)			(circle one)		
COMPANY CLASSIFICATIONS:	<u>Women</u>	Yes No	<u>Minority Business</u>	Yes No	<u>Disadvantaged Business</u>	Yes No		
DEL. CERT.	<u>Business</u>		<u>Enterprise (MBE)</u>		<u>Enterprise</u>			
NO. _____	<u>(WBE)</u>				<u>(DBE)</u>			

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

### **SIGN, NOTARIZED AND RETURN WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
 William Penn Building  
 801 Silver Lake Boulevard  
 Dover, Delaware 19904

**Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information. I/we, as an employee(s) of \_\_\_\_\_ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy On Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

**PROPOSAL REPLY SUMMARY FORM**

Section 1 – Cover letter, Non-Collusion Statement, Confidentiality/Data Integrity Agreement

Section 2 – Table of Contents

Section 3 – Response to each requirement of RFP terms and conditions

Section 4 – Exceptions to terms and conditions

Section 5 – Response to Appendix A – Statement of Work – Section 3

Section 6 – Appendix B – Cost Reply Form, Balance Sheets, Income Statements

Section 7 – State of Delaware Contract Disclosure Form

Section 8 – Proposal Reply Business Reference Form, Proposal Reply Experience Form,  
Proposal Reply Key Position Resume Form

Section 9 – Optional information

**\*\*IMPORTANT NOTE: Use Section 9 to include all other information and identify additional information in table of contents.**

APPENDIX B – COST REPLY FORM  
 CONTRACT NO. DTI-2010-110  
 Inmate & Public Coin Telephone Services

Vendor Name: \_\_\_\_\_

**Inmate Call Rates**

<b>Connect Fees</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
Collect					
Prepaid					
Debit					

<b>Rate Per Minute</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
Collect					
Prepaid					
Debit					

**Public Phone Rates**

<b>Connect Fees</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
( List each type of call)					

<b>Rate Per Minute</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
(List each type of call)					

APPENDIX B – COST REPLY FORM  
CONTRACT NO. DTI-2010-110  
Inmate & Public Coin Telephone Services

Vendor Name: \_\_\_\_\_

Please disclose any and all other charges, fees, or taxes in the boxes below. Please also indicate Y or N in the appropriate box if this is required by law or regulation.

Description of Charge	Increment (monthly, annually, one-time, etc.)	Amount Charged	Required by law or regulation (Y/N)

List all other charges using format above. Use more than one page, if necessary.

APPENDIX B – COST REPLY FORM  
 CONTRACT NO. DTI-2010-110  
 Inmate & Public Coin Telephone Services

Vendor Name: \_\_\_\_\_

Commission Structure:

Inmate		%
Public		%

Equipment Utilized	Manufacturer	Make	Model	Cost to State
ICP				\$0.00
Inmate Coinless Telephone				\$0.00
Standard Public Coin Telephone				\$0.00

Use this format to list commission rates and any equipment. This is the last page of Appendix B.

Attach Balance Sheets and Income Statements for past three years after this page.



PROPOSAL REPLY SECTION  
 CONTRACT NO. DTI-2010-110  
 Inmate & Public Coin Telephone Services

**State of Delaware Contract Disclosure**

Vendor Name or Subcontractor Name: \_\_\_\_\_

Vendor / Predecessor Firm Name	State Department and Division	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount

List all contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. If a vendor has had no contracts within this timeframe, enter “**No contracts**” under Vendor/Predecessor Firm Name in the first row of the table.

PROPOSAL REPLY SECTION  
 CONTRACT NO. DTI-2010-110  
 Inmate & Public Coin Telephone Services

**Proposal Reply Business Reference Form**

Vendor Name or Subcontractor Name: \_\_\_\_\_

Reference Information (Current/Prior Services Performed)

Name of Reference Company:	
Address of Reference Company Street Address City, State, Zip	
Reference Contact Person Information: Name Phone # Fax # E-mail Address	
Dates of Services:	
If terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

List all references using reference form format above. Vendors must supply three (3) business references consisting of current or previous customers of similar scope and value. Vendors must also supply three (3) business references for each subcontractor. If this form is not in reply, a vendor will be rated as: *No References*.

PROPOSAL REPLY SECTION  
 CONTRACT NO. DTI-2010-110  
 Inmate & Public Coin Telephone Services

**Proposal Reply Experience Form**

Vendor Name or Subcontractor Name: \_\_\_\_\_

Name of Organization	Type of Government Account (i.e. state, federal, county, city)	Start Date and End Date of Contract	Number of Offenders	Number of Locations Networked Together	Annual Number of Calls Handled	Annual Number of Call Minutes	All Calls Recorded and Monitored? (Y/N)

List all experience supplying Inmate & Public Coin telephone services using the format above. If a vendor has no experience, submit form with **N/A** written in the Name of Organization block. If this form is not in reply, a vendor will be rated as: *No Experience*.

PROPOSAL REPLY SECTION  
 CONTRACT NO. DTI-2010-110  
 Inmate & Public Coin Telephone Services

**Proposal Reply Key Position Resume Form**

Vendor Name or Subcontractor Name: \_\_\_\_\_

Name: _____	Project Position: _____
# years experience in position: _____	
<b>Training/Education</b>	
Degree/Certificate	Dates of Training/Education
_____	_____
_____	_____
<b>Experience</b>	
Job/Project: _____	Position: _____
From Date: _____	To Date: _____
Description of the tasks this person performed in this job/project below:	

Resumes are required for all Contractor Provided System Administrators. Resume may be submitted in different format as long as they must contain all information on this form. Any resume submitted in a different format that does not contain all of the above information will be rejected and a vendor will be rated as *No Resumes Included*.



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

DEPARTMENT OF TECHNOLOGY AND INFORMATION

DEFINITIONS  
AND  
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each bid package. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State Procurement Laws and regulations prior to submitting a proposal.



### **DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: Contracting State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL**: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the Contractors and his surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

## **SECTION A - GENERAL PROVISIONS**

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

CONTRACT NO. DTI-2010-110  
Inmate Public Coin Telephone Services

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the contract number on the envelope.

State of Delaware  
Department of Technology and Information  
801 Silver Lake Blvd. – Suite 100  
Dover, DE 19904

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.



12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

**SECTION B - AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT:**

**REF: Title 29, Chapter 6924(j) Delaware Code.** The contract shall be awarded within 90 days of the closing date and time advertised in the request for proposals.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Technology and Information acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Department of Technology and Information of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract by providing 60 days written notice to the vendor.

**SECTION C – GENERAL INFORMATION**

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The Contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The Contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders (if applicable) to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.